

**ASSIGNMENT OF CONCESSION SERVICES CONTRACT
Lopez Lake Recreation Area**

This Assignment ("Assignment") is of that Novation Contract for Concession Services ("Contract") dated June 4, 1996 and amended June 5, 2001, April 7, 2009, August 18, 2009, and July 9, 2013 entered into by and between the San Luis Obispo County Flood Control and Water Conservation District ("District") and CPS Amusements, Inc., a California Corporation and Christopher P. Simpson, an individual doing business as Mustang Water Slides ("Concessionaire"), successor in interest to 4 To Go, Inc., a California corporation and Philip O'Carroll, an individual ("Assignor").

WHEREAS, on June 4, 1996, the County entered into a Contract with the Assignor, for the purpose of providing non-exclusive management and concession services at the Lopez Lake Recreation Area on premises located at 6840 Lopez Drive, Arroyo Grande, CA 93420 ("Premises"); and

WHEREAS, Paragraph 29 of the Contract prohibits an assignment of the Contract without prior written consent of the District; and

WHEREAS, a Conditional Assignment of Concession Services Contract dated April 7, 2009 provided Consent from the District to assign the Contract and First Amendment to Christopher P. Simpson; and

WHEREAS, pursuant to the Conditional Assignment of Concession Services Contract dated April 7, 2009, the District allowed the Assignor to take over the Contract and resume control of the Premises from Concessionaire for failure of Concessionaire's obligations under the promissory note and security agreement, and with the Premises and Contract reverting back to Assignor in accordance with a Release and Conveyance Agreement dated January 21, 2015. and

WHEREAS, Assignor wishes to assign his interest in the Contract, as amended by Amendment Nos. 1-4 to Amaezing Waterpark, Inc., a California S Corporation, Nicholas Matthew Duggan and Allison Mae Duggan, jointly and individually, doing business as Mustang Water Slides ("Assignee").

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and conditions herein set forth, District, Assignor and Assignee mutually covenant and agree as follows:

1. Assignor hereby assigns all his interest in the Contract, as amended, to Assignee.
2. The approval of this assignment by the District is subject to the close of escrow between Assignor and Assignee relating to the sale of the business to Assignee. If

escrow fails to close, this Assignment shall be null and void.

3. Assignor shall remain liable for any act, or failure to act, or any wrongdoing of the Assignor, Assignor's officers, employees or agents, occurring prior to the date this Assignment is executed by the District.
4. Assignor has disclosed all prior obligations and liabilities known to Assignor arising under prior performance of the Contract or Amendments, and agrees to defend and hold Assignee, District, and the County of San Luis Obispo harmless from any and all obligations and liabilities incurred prior to the execution of this Assignment, whether known or unknown, disclosed or undisclosed.
5. Assignee has reviewed the Contract, Amendments No. 1 – No. 4 and Memorandum of Understanding dated June 18, 2004 between the District and 4 to Go, Inc., has had the opportunity to review these documents with independent legal counsel, and hereby assumes all the terms, covenants, and conditions of the Contract and agrees to fully and faithfully perform all the obligations of the Concessionaire (as defined in the Contract and Amendments) under the Contract.
6. Assignor hereby agrees that Assignee and District may change, modify or further amend the Contract in any way including the compensation to be paid thereunder, and that further assignments may be made without notice to or consent of Assignor. It is the intention of the undersigned parties that, with the exception of obligations and rights prior to execution of this Assignment by the District for which Assignor shall be considered the Concessionaire, Assignee shall in all respects be treated as the Concessionaire on and after execution of this Assignment. It is the express understanding of the undersigned parties that the Assignee shall not be obligated for any liabilities of or nonperformance of Assignor prior to execution of this Assignment. District, however, shall retain all rights and remedies with respect to Assignor under the Contract, as amended.
7. District acknowledges and approves this Assignment and agrees to be bound hereby.

//////////NOTHING FURTHER EXCEPT SIGNATURES PAST THIS POINT//////////

IN WITNESS WHEREOF, District, Assignor, and Assignee have executed this Assignment as of the date last signed below.

DISTRICT:

**SAN LUIS OBISPO COUNTY BOARD
OF SUPERVISORS, ACTING IN THE
CAPACITY OF THE BOARD OF THE
SAN LUIS OBISPO COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

By: _____

Chairperson of the Board of Supervisors

Approved by the Board of Supervisors on

_____, 2015

ATTEST:

Clerk of the Board of Supervisors, San Luis
Obispo County Flood Control and Water
Conservation District, State of California

APPROVED AS TO FORM AND LEGAL
EFFECT:

RITA L. NEAL,
County Counsel

BY: _____

Deputy County Counsel

DATE: _____

4/29/2015

**ASSIGNOR: 4 TO GO, INC., A CALIFORNIA
CORPORATION**

By: _____

Philip S. O'Carroll
President

Date: _____

4/30/15

**ASSIGNOR: PHILIP S. O'CARROLL, AN
INDIVIDUAL**

By: _____

Philip S. O'Carroll

Date: _____

4/30/15

**ASSIGNEE: AMAEZING WATERPARK INC.,
a California S Corporation**

By: _____

Nicholas Matthew Duggan
President

Date: _____

5/1/15

By: _____

Allison Mae Duggan

Date: _____

05.01.15